



TRAVEL AND SUBSISTANCE PROVISIONS

FOR

PLUMBER:

SPRINKLER FITTER (FIRE PROTECTION AND FIRE CONTROL SYSTEMS)

IN

ALAMEDA, CONTRA COSTA, MARIN, NAPA, SAN FRANCISCO,
SAN MATEO, SANTA CLARA, SOLANO, AND SONOMA

204-483-1

RECEIVED
Department of Industrial Relations

SEP 1 2005

**AGREEMENT BETWEEN
NATIONAL FIRE SPRINKLER ASSOCIATION, INC.
AND
SPRINKLER FITTERS AND APPRENTICES LOCAL UNION NO. 483,
SAN FRANCISCO,
CALIFORNIA, OF THE UNITED ASSOCIATION OF JOURNEYMEN
AND APPRENTICES OF THE PLUMBING AND PIPE FITTING
INDUSTRY OF THE UNITED STATES AND CANADA**

Div. of Labor Statistics & Research
Chief's Office

ARTICLE 1

This Agreement made this 20th day of July 2005, and effective August 1, 2005, by and between National Fire Sprinkler Association, Inc., New York (hereinafter referred to as the Association) and Sprinkler Fitters and Apprentices Local Union No. 483, (hereinafter referred to as the Union).

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, commitments, representations and undertakings. No change, modification, amendment, variation or waiver of any of the terms and conditions of this Agreement shall be valid unless executed, or consented to, in writing by a duly authorized representative of the Association and a duly authorized representative of the local union. During the term of this Agreement, contractor members of the Association, individually or collectively, shall not have any authority to make any other agreements, verbal or written, with any agents or representatives of the local union, which would change, modify, amend, vary or waive any of the terms and conditions of this Agreement.

ARTICLE 2

This Agreement is entered into in good faith and the subscribers hereto declare their entire willingness to fulfill all requirements contained herein, their acts being done with the full knowledge, consent and authority of the Union and the Association. It is hoped and believed that this Agreement properly respected will tend to remove the causes for industrial strife and bring about a better understanding between employer and employee.

In order to minimize the occurrence of loss of wages or fringe benefits due employees represented by the Union it is agreed that any individual, partnership or corporation desiring to become a party to this agreement must meet each of the following conditions:

Owners, partners, or officers of a corporation, if they perform any of the work described in this Agreement, shall work within the framework of this agreement.

Each owner, partnership or corporation shall have and maintain the necessary workers compensation and State Disability Insurance as required by law and shall furnish to the Local Union a current certificate of said insurance.

ARTICLE 6 - TRAVEL

When an employee is required to move during the day from one job to another within the jurisdiction of Local Union No. 483, he shall receive Forty and One Half Cents (\$.405) per mile for mileage between jobs one way, effective August 1, 2005.

No employee covered by this Agreement shall use his/her personal vehicle to transport the employer's tools or material.

ARTICLE 7 - HOURS OF LABOR

Eight (8) consecutive hours with one-half (1/2) hour for lunch to be taken midshift between 6:00 a.m. and 5:00 p.m. Monday through Friday shall constitute a regular day's work. Employees shall be entitled to such rest periods as required by law.

All men shall be on the job ready to work with clothes changed at starting time and shall leave the job with clothes changed at quitting time.

Any employee who leaves the job before quitting time of his own volition shall be paid the actual hours he worked. Working hours may be changed by mutual agreement between the contractor and the Union. A copy of such agreement must be sent by the Union to the National Fire Sprinkler Association, Inc. within five (5) days of the Agreement.

Any workman after being hired or reporting for work at the regular time and for whom no work is provided shall receive pay for four (4) hours at the prevailing rate of wage unless he has been notified before leaving home not to report.

An exception shall be made when strike conditions or any stoppage of work occurs or any workman leaves his work of his own accord.

Any employee who is not notified and shows up for work and is unable to work due to inclement weather, shall contact the Employer for re-assignment. If no work is available the employee shall be paid two (2) hours at the appropriate wage rate.

Any employee injured on the job to the extent of requiring a doctor's care and such injury prevents him from returning to work, the employee shall be paid a full days' wages for the day of the injury.

OVERTIME: Work performed in excess of eight (8) hours of the regular work day or work performed before or after the established starting or quitting time and over forty (40) hours during the regular work week shall be at time and one half the journeyman's hourly wage rate. All work performed on Sundays and holidays shall be at double the journeymen's hourly wage rate.

The drilling of holes in pipe for mechanical fittings may be performed in the factory. The attachment of these mechanical fittings to said pipe shall be performed in the field by employees covered by this Agreement.

ARTICLE 11 - TOOLS

The Employers agree to furnish to all members all tools and equipment as determined by the Employer, necessary to make a complete sprinkler piping installation. The first employer of an apprentice shall supply a set of personal hand tools to that apprentice. Hand tools are defined as Level, Channel Locks, Tape, Keel, Hammer, up to 14 inch Pipe Wrench, Hacksaw, ½ inch Drive Socket Set and up to 10 inch Crescent Wrench. No Journeyman or Apprentice shall be required to deposit any money to guarantee the safety of any tool kit or be liable for any tools lost, stolen or damaged. Journeymen and Apprentices will to the extent possible, protect the Employers' tools from theft or damage.

ARTICLE 12 – SUBCONTRACTING

No journeyman or apprentice covered by this agreement will be permitted to subcontract or lump the installation of any sprinkler work, or any other work covered by the terms of this Agreement, or to work on any job where subcontracting is practiced.

No Employer shall sub-contract work to any Employee or arrange with any Employee to do work on a contract basis or any basis other than as provided in this Agreement.

ARTICLE 13 – COMPANY VEHICLES

No employee shall bear the cost of fuel or maintenance for any company vehicle or equipment.

All trucks of Employers shall bear a sign identifying the Employer. This lettering shall be a minimum 3" in height.

ARTICLE 14 - MANPOWER

The Employer shall determine the number of men for each job, in accordance with State and Federal safety regulations. Equipment shall be furnished. One fitter may be sent to do small jobbing work. The ratio of Journeymen to Apprentices shall be two (2) to one (1) on a company wide basis and shall be one (1) Journeyman to two (2) Apprentices on any job.

ARTICLE 15 - APPRENTICESHIP

The Union and the Association mutually agree that an Apprenticeship System has been established and that the wages, hours and working conditions of the Apprentices shall be as covered by the Apprenticeship Standards.